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RIC (SAN LEANDRO) LLC

**UNITED STATES DISTRICT COURT**  
**FOR THE NORTHERN DISTRICT OF CALIFORNIA**

RIC (SAN LEANDRO) LLC, a California  
limited liability company

Plaintiff,

v.

BRUCE DOUGLAS MILLER, an individual  
and Wyoming resident, PATRICK JOHN  
KOENTGES, an individual and Colorado  
resident, KENNETH EDWARD GREER, an  
individual and Colorado resident, GREEN  
SAGE, LLC, a Colorado limited liability  
company,

Defendants.

Case No. 3:23-cv-01501-SK

**DECLARATION OF WESLEY ROITMAN  
IN SUPPORT OF PLAINTIFF'S  
RENEWED MOTION FOR ORDER  
AUTHORIZING SERVICE OF  
DEFENDANTS BRUCE DOUGLAS  
MILLER AND KENNETH EDWARD  
GREER BY PUBLICATION**

**[Fed R.Civ.P. 4(e)(1)]**

*[Filed contemporaneously with Notice of  
Motion and Memorandum of Points and  
Authorities; Declaration of Bill Murdoch;  
Declaration of Wesley Roitman; and  
[Proposed] Order]*

Hon. Sallie Kim  
Courtroom C

Date: August 21, 2023

Time: 9:30 a.m.

Courtroom: C

**DECLARATION OF WESLEY ROITMAN**

I, Wesley Roitman, declare as follows:

1. I am the managing general partner of RIC (San Leandro) LLC ("**Plaintiff**")<sup>1</sup> as well as Romspen California Mortgage Limited Partnership ("**Original Lender**"). In this capacity, I have personal knowledge of the matters set forth in this Declaration. If called as a witness, I could testify competently to them.

2. This declaration is submitted now pursuant to Cal. Civ. Proc. Code § 415.50(a)(1), and in light of the Court's June 10, 2023 order granting in part and denying in part Plaintiff's request to serve Defendants Bruce Douglas Miller ("**Mr. Miller**") and Kenneth Edward Greer ("**Mr. Greer**" together with Mr. Miller, the "**Defendants**") by publication.

3. On March 29, 2023, Plaintiff filed its Complaint for breach of written guaranty agreements as against Defendants. As of the date of this Renewed Motion, Defendants have continued to evade service of the summons and Complaint.

4. As is further detailed in the Complaint on file with the Court, on or about August 20, 2019, Original Lender provided financing to Oakland Cannery Real Estate, LLC; 5733 SLOCA Partnership and 5601 SLOCA, LLC (collectively "**Borrower**") in the original principal amount of \$54,465,000.00 (the "**Loan**"). That same day, Defendants executed Guaranty Agreements, true and correct copies of which are attached as exhibits to in the Complaint, in favor of the Original Lender.

5. Pursuant to the Guaranty Agreements, Defendants unconditionally and absolutely guaranteed the full and prompt payment of all obligations owed by Borrower to Original Lender under the Loan Documents. Moreover, Defendants promised to pay, and are obligated to pay, all costs, expenses and attorneys' fees paid or incurred by Original Lender in endeavoring to collect and enforce the obligations arising under the Loan Documents.

6. Borrower failed to repay the Loan upon the Maturity Date. On November 22, 2021, Original Lender provided Defendants with notice of the Maturity Default and demanded

<sup>1</sup> Any term not otherwise defined herein retains the definition assigned to it in the Complaint.

1 repayment of the Loan in full. Defendants failed to repay the Loan amount as demanded, and  
2 continue to fail to repay the Loan amount as of the date of this Declaration.

3 7. Original Lender assigned to Plaintiff all of Original Lender's right, title and interest  
4 in and to the Loan, and Plaintiff is now the holder in due course of the Loan Documents, and all  
5 obligations previously owed to Original Lender are now owed to Plaintiff.

6 8. On September 14, 2022, Plaintiff foreclosed its interests in and to the Property,  
7 acquiring title thereto for a successful credit bid of \$25 million.

8 9. On or around September 28, 2022, Plaintiff sent Defendants a Demand for Payment  
9 of the remaining amounts immediately due and owing under the Loan Documents in an amount of  
10 no less than \$51,507,018.29. A true and correct copy of the deficiency statement evidencing the  
11 minimum amount owed is attached hereto as **Exhibit A**. Defendants have failed to repay the  
12 amounts due and owing as of the date of this Declaration and, therefore, Defendants continue to be  
13 in default under their respective Guaranty Agreements.

14 I declare under penalty of perjury under the laws of the State of California that the  
15 foregoing facts are true and correct.

16 Executed on this 17th day of July 2023, at Toronto, Ontario, Canada.

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19 Wesley Roitman  
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